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6
7 UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

8 CRYSTIAUNA MCLALLEN,
individually and on behalf of all others
similarly situated,

9 Plaintiff,

10 v.

11 SUPERPLAY LTD.,

12 Defendant.

NO.

CLASS ACTION COMPLAINT

(DEMAND FOR JURY TRIAL)

13 This is a putative class action lawsuit against Defendant for engaging in an
14 illegal gambling scheme. Plaintiff Crystiauna McLallen, individually and on behalf
15 of all others similarly situated, makes the following allegations pursuant to the
16 investigation of her counsel and based upon information and belief, except as to
17 allegations specifically pertaining to herself and her counsel, which are based on
18 personal knowledge.

1 **INTRODUCTION**

2 1. Defendant Superplay Ltd. owns, operates, and receives significant
3 revenue from its online “social” casino-style games available on various mobile
4 apps, including Dice Dreams and Domino Dreams, where it offers games of chance
5 that operate based on digital currency called “rolls” and “coins” which can be
6 purchased and wagered for extended gameplay along with other upgrades and
7 rewards (the “Superplay Gambling Platform”).¹

8 2. While Defendant advertises and promotes the Superplay Gambling
9 Platform to persons in Washington as a legitimate online business, giving it an aura
10 of legitimacy and legality to Plaintiff and Class members, the Superplay Gambling
11 Platform is actually a dangerous and plainly unlawful gambling enterprise.

12 3. The scheme goes like this: Defendant sells digital rolls and coins to
13 consumers on the Superplay Gambling Platform – including consumers in
14 Washington – and then immediately accepts those rolls and coins back (from the
15 consumers who purchased them) as wagers on the outcomes of the various games
16 of chance offered on the Superplay Gambling Platform. In Dice Dreams, consumers
17 who purchase and then wager virtual rolls do so in the hopes of winning more rolls,
18 coins, and other rewards, which can be used to place more wagers and extend their

19
20 ¹ The Superplay Gambling Platform is comprised of the following applications:
21 Dice Dreams and Domino Dreams.

1 gameplay once they have run out of rolls to wager with. In Domino Dreams,
2 consumers who purchase and then wager virtual coins do so in the hopes of
3 completing chance-dependent domino puzzle levels and winning additional coins,
4 free rolls, power-ups, and other rewards through the game's Superwheel, dice-based
5 kingdom board, and other chance-based mechanics. Plaintiff and numerous other
6 Washington residents have lost significant sums of their hard-earned money buying
7 and placing wagers with rolls and coins on the Superplay Gambling Platform, and
8 Defendant has, in turn, reaped enormous profits from the losses these people have
9 sustained.

10 4. Washington's gambling law clearly prohibits the type of gambling
11 offered by Defendant. Accordingly, Plaintiff brings this Class Action Complaint,
12 individually and on behalf of all others similarly situated, to redress Defendant's
13 widespread violations of Washington's gambling laws.

14 **PARTIES**

15 5. Plaintiff Crystiauna McLallen is a natural person and a citizen and
16 resident of Spokane Valley, Washington.

17 6. Defendant Superplay Ltd. is a foreign corporation incorporated in
18 Israel on January 13, 2019, with its corporate office at 23 Derech Menachem Begin,
19 Tel Aviv-Yafo, Israel. Defendant Superplay Ltd. has operated and continues to
20 operate the Superplay Gambling Platform and has received and continues to receive
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1 substantial revenue from the losses sustained by players who have purchased and
2 wagered with virtual rolls and coins on the Superplay Gambling Platform, including
3 Washington residents.

4 **JURISDICTION AND VENUE**

5 7. This Court has subject matter jurisdiction over this civil action pursuant
6 to 28 U.S.C. § 1332(d) because there are more than 100 class members and the
7 aggregate amount in controversy exceeds \$5,000,000, exclusive of interest, fees,
8 and costs, and at least one Class member is a citizen of a state different from
9 Defendant.

10 8. The Court has personal jurisdiction over Defendant and venue is proper
11 in this judicial District because Defendant purposefully directed the Superplay
12 Gambling Platform to residents of Washington (including by advertising and
13 running promotional materials directed to persons in Washington), knowingly
14 accepted registrations, purchases of coins, and wagers placed with purchased coins
15 on the Superplay Gambling Platform from Plaintiff and numerous other persons in
16 Washington, and collected enormous revenues from the losses suffered by Plaintiff
17 and numerous other persons in Washington who purchased and placed wagers with
18 such coins on the Superplay Gambling Platform, such that a substantial portion of
19 the events that gave rise to Plaintiff's claims occurred in Washington and within this
20 judicial District.

1 **FACTUAL ALLEGATIONS**

2 9. **Washington’s Recovery of Money Lost at Gambling Act**

3 10. Washington’s Recovery of Money Lost at Gambling Act entitles “[a]ll
4 persons losing money or anything of value at or on any illegal gambling games” to
5 “have a cause of action to recover from the dealer or player winning, or from the
6 proprietor for whose benefit such game was played or dealt, or such money or things
7 of value won, the amount of the money or the value of the thing so lost.” Wash. Rev.
8 Code § 4.24.070.

9 11. As defined in Washington’s Gambling Act, a “gambling device”
10 means:

- 11 (1) Any device or mechanism the operation of which a right to money,
12 credits, deposits or other things of value may be created, in return for
13 a consideration, as the result of the operation of an element of chance,
14 including, but not limited to slot machines, video pull-tabs, video
15 poker, and other electronic games of chance;
16 (2) any device or mechanism which, when operated for a
17 consideration, does not return the same value or thing of value for the
18 same consideration upon each operation thereof;
19 (3) any device, mechanism, furniture, fixture, construction or
20 installation designed primarily for use in connection with
21 professional gambling; and
(4) any subassembly or essential part designed or intended for use in
connection with any such device, mechanism, furniture, fixture,
construction or installation.

19 *Id.* § 9.46.0241.

1 12. “Gambling,” as used in the Washington Gambling Act, is defined as
2 “staking or risking something of value² upon the outcome of a contest of chance³ or
3 a future contingent event not under the person’s control or influence, upon an
4 agreement or understanding that the person or someone else will receive something
5 of value in the event of a certain outcome.” *Id.* § 9.46.0237.

6 13. As alleged below, Defendant violated Washington’s Gambling Act by
7 operating and amassing enormous revenue from the losses sustained from United
8 States residents who “gambled” by wagering “things of value” on the illicit
9 “gambling devices” offered through the Superplay Gambling Platform.

10 **I. The Evils of Online Gambling**

11 14. Gambling is one of the oldest and heavily regulated human behaviors.
12 Even before the advent of science, religions across the world have recognized the
13 inherent addictive nature of playing games of chance and banned them through
14 biblical injunctions. As religious authority gave way to democratic governments, the

16 ² The Act defines a “thing of value” to include “any money or property, any token,
17 object or article exchangeable for money or property, or any form of credit or
18 promise, directly or indirectly, contemplating transfer of money or property or of
any interest therein, or involving extension of a service, entertainment or a
privilege of playing at a game or scheme without charge.” *Id.* § 9.46.0285.

19 ³ “Contest of chance” is defined as “any contest, game, gaming scheme, or gaming
20 device in which the outcome depends in a material degree upon an element of
chance, notwithstanding that skill of the contestants may also be a factor therein.”
Id. § 9.46.0225.

1 vast majority of states in the country enacted legislation prohibiting or strictly
2 regulating gambling activities. Unlike historical relics, these states have recognized
3 that gambling poses a public health risk. Scientific research has confirmed and shed
4 further light on the perils of gambling—ranging from mental health issues to
5 physical, financial, and interpersonal problems.

6 15. Against this backdrop, many states, including Washington, have been
7 steadfast in maintaining and enforcing their gambling laws, even in the event that
8 federal law takes a more permissive approach. As stated by Washington’s legislature
9 in enacting the Act:

10 [It’s] the policy of the legislature, recognizing the close relationship
11 between professional gambling and organized crime, to restrain all
12 persons from seeking profit from professional gambling activities in
13 this state; to restrain all persons from patronizing such professional
14 gambling activities; to safeguard the public against the evils induced
15 by common gamblers and common gambling houses engaged in
16 professional gambling; and at the same time, both to preserve the
17 freedom of the press and to avoid restricting participation by
18 individuals in activities and social pastimes, which activities and
19 social pastimes are more for amusement rather than for profit, do not
20 maliciously affect the public, and do not breach the peace

21 Wash. Rev. Code § 9.46.010.

16. With technological advances, however, many casinos and other
gambling operators proliferated into people’s pockets through online websites and
apps, including the Superplay Gambling Platform. These online gambling platforms

1 have been particularly challenging to regulate because many states’ anti-gambling
2 statutes were originally enacted to prohibit in-person gambling activities.

3 17. Worse still, because these online gambling platforms operate outside
4 of the confines of gambling laws, they knowingly rig the odds against users to
5 further exploit them. For example, while slot machines in a physical casino are
6 required to randomize their results, online gambling platforms tailor “wins” and
7 “losses” to manipulate consumer engagement through powerful algorithms. As
8 Playtika’s CEO explained:

9 The secret sauce of Playtika is our ability to work with AI. We know
10 exactly when a player is going to stop playing. We know exactly when
11 they’re going to pay. We know how many times they come in each
12 day. I can’t say we can predict with 100 percent accuracy, but we can
13 predict, for most of our players, their activities in our games. That’s
14 the real power behind the operations side. When you can predict this,
15 you can find solutions to problems. If someone wants to move on from
16 your game, to delete your app, you know how to handle that player.
17 We sound the alarm. We know how to operate and make sure a player
18 retains in the game.⁴

15 18. Defendant has employed these exact tactics to maximize the profits
16 they reap through the Superplay Gambling Platform.

19 ⁴ Dean Takahashi, *Playtika CEO Robert Antokol interview— Why player retention*
20 *matters now*, VENTUREBEAT (Jan. 6, 2022),
21 <https://venturebeat.com/games/playtika-ceo-robert-antokol-interview-why-player-retention-matters-now/>.

1 **II. The Superplay Gambling Platform**

2 19. Defendant owns and operates the Superplay Gambling Platform, which
3 is available on various mobile apps including Apple iOS devices, Android devices,
4 and Amazon devices. The Superplay Gambling Platform allows consumers,
5 including those in Washington, to spend real money to purchase rolls and coins and
6 to gamble with those rolls and coins on a wide variety of chance-based games.

7 20. The process of getting set up with an account to play the gambling
8 games offered on the Superplay Gambling Platform simply requires a consumer to
9 input basic personal information. After creating an account, the consumer can begin
10 placing wagers on the gambling games offered on the Superplay Gambling Platform
11 with a small periodic allotment of free rolls or coins provided upon enrollment.

12 21. After invariably losing the free allotments of rolls and coins, the
13 consumer must purchase more rolls or coins if he or she wishes to continue wagering
14 with them on the particular game of their liking within the Superplay Gambling
15 Platform.

16 22. Thus, after the consumer loses the free allotments of rolls or coins,
17 Defendant will aggressively attempt, through persistent pop-up screens and pages,
18 to sell the consumer additional rolls and coins – at varying prices depending on the
19 number of rolls or coins the consumer wishes to purchase.

1 23. Purchases of additional rolls and coins on the Superplay Gambling
2 Platform can be made using a wide variety of payment methods, including credit
3 and debit cards. Regardless of the payment method, the purchased rolls and coins
4 are instantly available for gambling on the Superplay Gambling Platform.

5 24. The rolls and coins won by consumers playing Defendant's games of
6 chance are identical to the rolls and coins that Defendant sells.

7 25. Freshly topped off with an additional allotment of purchased rolls or
8 coins, the consumer will wager those rolls or coins in the hopes of winning more
9 rolls or coins that he or she would otherwise have had to purchase.

10 26. Notably, the outcome of every wager placed on each of the games
11 offered on the Superplay Gambling Platform is based on an element of chance.

12 27. Defendant maintains win and loss records and account balances for
13 each person who creates an account, purchases rolls or coins, and uses those rolls or
14 coins to place wagers on the Superplay Gambling Platform. Indeed, once
15 Defendant's algorithms determine the outcome of a wager and Defendant displays
16 the outcome, Defendant adjusts the balance of rolls or coins in the person's account.
17 Defendant keeps detailed records of each wager and its outcome for every player of
18 every game offered on the Superplay Gambling Platform.

19 28. Using the information provided by users at the time they register for
20 accounts and make purchases of rolls and coins, as well as by analyzing users' IP
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1 addresses, Defendant has intimate knowledge of, and maintains records reflecting,
2 the geographic locations (including city and state for U.S.-based players) from
3 which each of its users enrolled in, made purchases of rolls and coins, and lost rolls
4 and coins wagering on the Superplay Gambling Platform.

5 29. Thus, at the time Plaintiff and the other members of the Class enrolled
6 in, purchased rolls and coins on, and lost rolls and coins placing wagers on the
7 Superplay Gambling Platform, Defendant had actual knowledge that these persons
8 were located in Washington based on the information they had provided while
9 registering for accounts and making purchases and the IP addresses associated with
10 the devices from which they accessed the Superplay Gambling Platform. Defendant
11 nonetheless happily pocketed the losses they sustained using purchased rolls and
12 coins to place wagers on the Superplay Gambling Platform.

13 30. During the three-year period preceding the filing of this action,
14 Defendant has received significant revenue from Washington residents through its
15 operation of “fringe gambling devices,” “video gaming devices,” and “gambling
16 devices or records” on the illicit Superplay Gambling Platform – in direct violation
17 of Washington’s Gambling Act.

18 **III. Plaintiff’s Experience**

19 31. In or around November of 2023, Plaintiff Crystiauna McLallen started
20 playing Domino Dreams on the Superplay Gambling Platform through her Google
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1 Play device in Washington. Plaintiff downloaded the game from her residence in
2 Washington.

3 32. After losing her initial allocation of free rolls and/or coins by placing
4 wagers on the Superplay Gambling Platform, she purchased additional rolls and/or
5 coins from Defendant. Thereafter, Plaintiff continued to play the gambling games
6 offered on the Superplay Gambling Platform by placing wagers with the rolls and/or
7 coins she had purchased for the chance to win additional such rolls and/or coins and
8 to continue playing her games of choice.

9 33. During the three-year period preceding the filing of this action, Plaintiff
10 spent a significant amount of money purchasing rolls and/or coins from Defendant
11 and thereafter lost all or substantially all of those purchased rolls and/or coins
12 playing the gambling games offered on the Superplay Gambling Platform. Plaintiff
13 has wagered and lost a significant sum of money at Defendant's games of chance.

14 34. At all times relevant hereto, Plaintiff resided in, was a citizen of, and
15 was physically present in Washington.

16 **IV. Plaintiff's Claims Are Not Subject to Arbitration.**

17 35. Plaintiff's sole reason for setting up an account with Defendant was to
18 gain access to the Superplay Gambling Platform in Washington, offered by
19 Defendant, which she now understands violates Washington law. She did not review
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1 and was not aware that she was purportedly agreeing to any terms and conditions on
2 Defendant's website at the time of account creation or otherwise.

3 36. Said differently, to the extent a contract was formed between Plaintiff
4 and Defendant, the sole purpose of the contract was to facilitate the unlawful
5 gambling activities that are at issue in this Complaint.

6 37. Accordingly, Plaintiff's contract with Defendant (to the extent any such
7 contract was otherwise ever formed) is void *ab initio*.

8 **CLASS ACTION ALLEGATIONS**

9 38. Plaintiff seeks to represent a class defined as all residents of
10 Washington who purchased, wagered, and lost rolls and/or coins on Defendant's
11 Superplay Gambling Platform at any time during the three-year period preceding
12 the filing of this action (continuing through the date of any order granting class
13 certification).

14 39. Members of the Class are so numerous that their individual joinder
15 herein is impracticable. The members of the Class number in at least the tens of
16 thousands. The precise number of Class members and their identities are unknown
17 to Plaintiff at this time but will be determined in discovery. The Class may be
18 notified of the pendency of this action at the addresses found in Defendant's records.

19 40. Common questions of law and fact exist as to all Class members and
20 predominate over questions affecting only individual Class members. Common
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1 legal and factual questions include, but are not limited to: (a) whether the Superplay
2 Gambling Platform was illegal under Washington’s state gambling laws; (b)
3 whether Defendant is liable for managing, possessing, controlling, and/or profiting
4 from the Superplay Gambling Platform; (c) whether Defendant’s participation in
5 operating the Superplay Gambling Platform constitutes an unfair and/or unlawful
6 business practice under Washington’s consumer protection statutes; (d) the amount
7 of monetary relief the Class is entitled to recover from Defendant.

8 41. The claim of the named Plaintiff is typical of the claims of the members
9 of the Class in that the named Plaintiff and all Class members suffered monetary
10 loss as a result of Defendant’s Superplay Gambling Platform.

11 42. Plaintiff is an adequate representative of the Class because her interests
12 do not conflict with the interests of the Class members she seeks to represent, she
13 has retained competent counsel experienced in prosecuting class actions, and she
14 intends to prosecute this action vigorously. The interests of Class members will be
15 fairly and adequately protected by Plaintiff and her counsel.

16 43. The class mechanism is superior to other available means for the fair
17 and efficient adjudication of the claims of Class members. Each individual Class
18 member may lack the resources to undergo the burden and expense of individual
19 prosecution of the complex and extensive litigation necessary to establish
20 Defendant’s liability. Individualized litigation increases the delay and expense to all
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1 parties and multiplies the burden on the judicial system presented by the complex
2 legal and factual issues of this case. Individualized litigation also presents a potential
3 for inconsistent or contradictory judgments. In contrast, the class action device
4 presents far fewer management difficulties and provides the benefits of single
5 adjudication, economy of scale, and comprehensive supervision by a single court on
6 the issue of Defendant’s liability. Class treatment of the liability issues will ensure
7 that all claims and claimants are before this Court for consistent adjudication.

8 **CAUSES OF ACTION**

9 **COUNT I**

10 **Violation of Revised Code of Washington § 4.24.070, *et seq.***
11 **(On Behalf of Plaintiff and the Class)**

12 44. Plaintiff brings this claim individually and on behalf of the members of
13 the Class against Defendant.

14 45. Plaintiff, members of the Class, and Defendant are all “persons” as
15 defined by RCW § 9.46.0289.

16 46. The state of Washington’s “Recovery of money lost at gambling”
17 statute, RCW § 4.24.070, provides that “all persons losing money or anything of
18 value at or on any illegal gambling games shall have a cause of action to recover
19 from the dealer or player winning, or from the proprietor for whose benefit such
20 game was played or dealt, or such money or things of value won, the amount of the
21 money or the value of the thing so lost.”

1 47. Plaintiff and the Class purchased rolls and/or coins with real money
2 from Defendant and used those rolls and/or coins to place wagers on the games
3 offered on the Superplay Gambling Platform, which led Plaintiff and the Class to
4 “los[e] money” as defined by the Act.

5 48. All of the games offered on the Superplay Gambling Platform and
6 played by Plaintiff and members of the Class required Plaintiff and Class members
7 to engage in “gambling,” because they required them to “stak[e] or risk[] something
8 of value upon the outcome of a contest of chance or a future contingent event not
9 under the person’s control or influence.” RCW § 9.46.0237.

10 49. All of the games offered on the Superplay Gambling Platform and
11 played by Plaintiff and members of the Class constituted “[c]ontest[s] of chance,”
12 because they were “contest[s], game[s], gaming scheme[s], or gaming device[s] in
13 which the outcome[s] depend[] in a material degree upon an element of chance,
14 notwithstanding that skill of the contestants may also be a factor therein.” RCW §
15 9.46.0225.

16 50. The rolls and coins that Plaintiff and members of the Class purchased
17 from Defendant, and that Defendant accepted from Plaintiff and Class members as
18 wagers on the outcomes of the games offered on the Superplay Gambling Platform,
19 were each a “thing of value” within the meaning of RCW § 9.46.0285 because they
20 permitted them to extend their games of choice.

1 51. All of the games offered on the Superplay Gambling Platform and
2 played by Plaintiff and members of the Class were not “Amusement game[s]” under
3 RCW § 9.46.0201 because their outcomes were dependent entirely or in material
4 degree upon chance and not upon the skill of the player and because the games were
5 “contest[s] of chance,” as defined by RCW § 9.46.0225.

6 52. Finally, all of the games offered on the Superplay Gambling Platform
7 were not “pinball machine[s] or similar mechanical amusement device[s]” as
8 contemplated because: (a) the games were electronic rather than mechanical; (b) the
9 games conferred replays, but they were recorded and could be redeemed on separate
10 occasions (*i.e.*, they were not “immediate and unrecorded”); and (c) the games
11 contained electronic mechanisms that vary the chance of winning free games or the
12 number of free games which could be won (*e.g.*, the games allowed for different
13 wager amounts and multiplier levels).

14 53. By operating and receiving revenue from Washington residents as a
15 result of the illegal gambling games Defendant offered on the Superplay Gambling
16 Platform, Defendant directly violated Washington’s gambling laws and is liable for
17 damages to Plaintiff and the Class members for losing money throughout the
18 Superplay Gambling Platform. RCW § 4.24.070.

1 **COUNT II**

2 **Violation of Washington Consumer Protection Act**
3 **RCW § 19.86.010, *et seq***
4 **(On behalf of Plaintiff and the Class)**

5 54. Plaintiff repeats the allegations contained in the foregoing paragraphs
6 as if fully set forth herein.

7 55. Plaintiff brings this claim individually and on behalf of the members of
8 the Class against Defendant.

9 56. Washington’s Consumer Protection Act, RCW § 19.86.010, *et seq.*
10 (“CPA”), protects both consumers and competitors by promoting fair competition
11 in commercial markets for goods and services.

12 57. To achieve that goal, the CPA prohibits any person from using “unfair
13 methods of competition or unfair or deceptive acts or practices in the conduct of any
14 trade or commerce...” RCW § 19.86.020.

15 58. The CPA states that “a claimant may establish that the act or practice
16 is injurious to the public interest because it . . . Violates a statute that contains a
17 specific legislative declaration of public interest impact.”

18 59. Defendant violated RCW § 9.46.010, *et seq.* which declares that:

19 “The public policy of the state of Washington on gambling is to keep
20 the criminal element out of gambling and to promote the social
21 welfare of the people by limiting the nature and scope of gambling
activities and by strict regulation and control. It is hereby declared to
be the policy of the legislature, recognizing the close relationship
between professional gambling and organized crime, to restrain all

1 persons from seeking profit from professional gambling activities in
2 this state; to restrain all persons from patronizing such professional
3 gambling activities; to safeguard the public against the evils induced
4 by common gamblers and common gambling houses engaged in
5 professional gambling; and at the same time, both to preserve the
6 freedom of the press and to avoid restricting participation by
7 individuals in activities and social pastimes, which activities and
8 social pastimes are more for amusement rather than for profit, do not
9 maliciously affect the public, and do not breach the peace.”

60. Defendant has violated RCW § 9.46.010, et seq., because its Superplay
7 Gambling Platform offered illegal gambling games.

61. Defendant’s wrongful conduct occurred in the conduct of trade or
8 commerce—i.e., while Defendant was engaged in the operation of making computer
9 games available to the public.

62. Defendant’s acts and practices were injurious to the public interest
11 because Defendant, in the course of its business, continuously advertised to and
12 solicited the general public in Washington State and throughout the United States to
13 play its unlawful online games of chance. This was part of a pattern or generalized
14 course of conduct on the part of Defendant, and during that time, many consumers
15 were adversely affected by Defendant’s conduct and put the public at risk.

63. Defendant profited immensely from its operation of the unlawful
17 games of chance offered through the Superplay Gambling Platform, amassing
18 hundreds of millions of dollars from the losers of those gambling games.

1 64. As a result of Defendant’s conduct, Plaintiff and the Class members
2 were injured in their business or property—i.e., economic injury—in that they lost
3 money wagering on Defendant’s Superplay Gambling Platform.

4 65. Defendant’s unfair and deceptive conduct caused Plaintiff’s and the
5 Class members’ injury because, but for the challenged conduct, Plaintiff and the
6 Class members would not have lost money wagering at or on Defendant’s Superplay
7 Gambling Platform, and they did so as a direct, foreseeable, and planned
8 consequence of that conduct.

9 66. Plaintiff, on behalf of herself and the Class members, seeks to recover
10 actual damages, treble damages, as well as attorneys’ fees and costs.

11 **PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiff, individually and on behalf of all others similarly
13 situated, seeks judgment against Defendant, as follows:

- 14 a. For an order certifying the Class and naming Plaintiff as a
15 representative of the Class and Plaintiff’s attorneys as Class Counsel
16 to represent the Class;
- 17 b. For an order declaring Defendant’s conduct violates the statutes
18 referenced herein;
- 19 c. For an order finding in favor of Plaintiff and the Class on all counts
20 asserted herein;
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- 1 d. For actual, expectation, reliance, compensatory, statutory, and/or
2 punitive damages in amounts to be determined by the Court and/or
3 jury;
4 e. For prejudgment interest on all amounts awarded;
5 f. For rescission, restitution and all other forms of equitable relief;
6 g. For injunctive relief as pleaded or as the Court may deem proper; and
7 h. For an order awarding Plaintiff and the Class their reasonable
8 attorneys' fees, expenses, and costs of suit.

9 **DEMAND FOR TRIAL BY JURY**

10 Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff demands a trial
11 by jury of any and all issues in this action so triable as of right.

12 RESPECTFULLY SUBMITTED AND DATED this 6th day of March,
13 2026.

14 NICK MAJOR LAW PLLC

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Attorneys for Plaintiff

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

CRYSTIAUNA MCLALLEN

(b) County of Residence of First Listed Plaintiff Spokane County (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Nick Major Law PLLC, 450 Alaska Way S #200, Seattle, WA 98104, 206-410-5688

DEFENDANTS

SUPERPLAY LTD.

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, 1 1, 2 2, 3 3, 4 4, 5 5, 6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, PRISONER PETITIONS, PERSONAL INJURY, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes codes like 110 Insurance, 210 Land Condemnation, 440 Other Civil Rights, 463 Alien Detainee, 625 Drug Related Seizure, 710 Fair Labor Standards Act, 820 Copyrights, 870 Taxes (U.S. Plaintiff or Defendant), 375 False Claims Act, etc.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (specify), 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. § 1332(d)
Brief description of cause: Controversy exceeds the sum or value of \$5,000,000 and Plaintiff is a citizen of a Washington state

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE DOCKET NUMBER

DATE 3/6/2026 SIGNATURE OF ATTORNEY OF RECORD /s/ Nicholar R. Major

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related cases, if any. If there are related cases, insert the docket numbers and the corresponding judge names for such cases.
- Date and Attorney Signature.** Date and sign the civil cover sheet.

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT
for the
Eastern District of Washington

CRYSTIANUNA MCALLEN

Plaintiff(s)

v.

SUPERPLAY LTD.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Superplay LTD.
23 Derech Menachem Begin
Tel Aviv-Yafo, Israel

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Nicholas R. Major, WSBA No. 49579
450 Alaskan Way S, Suite 200
Seattle, WA 98104,
Nick@NickMajorLaw.com

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date

SEAN F. McAVOY, Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

I declare under penalty of perjury that this information is true.

Date

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc: